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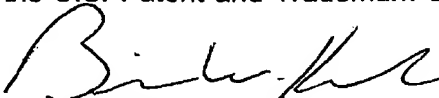
MAR 04 2010

Certification under 37 CFR 1.8b

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being facsimile transmitted to the U.S. Patent and Trademark Office to Fax No. (571-273-8300) on March 4, 2010.

Brian W. Hameder

Name



Signature

DOCKET: CU-2571

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: ANZA AB )  
SERIAL NO: 09/868,526 ) Group Art Unit:  
FILED: June 19, 2001 ) Examiner:  
TITLE: TOOL HANDLE

Office of PCT Legal Administration  
Commissioner for Patents  
Mail Stop PCT  
P.O. Box 1450  
Alexandria, VA 22313-1450

RENEWED PETITION TO REVIVE UNINTENTIONALLY ABANDONED  
APPLICATION UNDER 37 CFR 1.137(b)

Sir:

This is in reply to the decision dated October 5, 2009, rejecting the petition to revive the above-referenced application. The decision set forth a two-month term for response expiring December 5, 2009. The Commissioner is authorized to charge our deposit account no. 12-0400 in the amount of \$1110 to cover the fee for a three-month extension of time to extend the term for response to March 5, 2010, or for any other fees that are necessary for filing with this petition.

The application has two inventors: Stephan Carlsson and Jack Chalas.

The application was initially filed without a declaration. A Notice of Missing Parts issued October 5, 2001. The application has been assigned to ANZA AB, by both inventors, and a declaration was executed by Stephan Carlsson before he passed away. Jack Chalas had a falling out with ANZA AB and refused to sign the declaration. A declaration was executed by ANZA AB on behalf of the non-signing inventor, Jack Chalas, and both declarations were submitted on April 4, 2002.

A decision under 37 CFR 1.47 issued on September 30, 2002, rejecting the submission of the declaration executed by ANZA AB because 1) the evidence of record was insufficient to demonstrate that Jack Chalas refused to execute the

declaration, and 2) the declaration of Stephan Carlsson was not clear as to whether he was signing on behalf of the non-signing inventor. The decision further required that the legal representative of Stephan Carlsson to sign on behalf of both inventors if Jack Chalas refused to sign the declaration.

A renewed petition under 37 CFR 1.47 was filed on December 9, 2002, in which further evidence of the refusal to sign by Jack Chalas was presented. The Applicant contested the requirement to have the legal representative of Stephan Carlsson sign on behalf of now, both inventors who either could not, or would not sign the declaration.

A further decision under 37 CFR 1.47 issued on July 15, 2003 dismissing the petition, because a declaration by the co-inventor, or in this instance the legal representative of the deceased co-inventor, did not execute the declaration on behalf of the non-signing inventor.

On November 29, 2004, a renewed petition was filed in which the legal representative of Stephan Carlsson, his widow, Ms. Irene Elvingsson-Carlsson, executed a new declaration on behalf of both inventors.

On January 11, 2005, a further decision dismissing the petition issued. This decision dismissed the petition because it was not established to the satisfaction of the Examiner that Ms. Irene Elvingsson-Carlsson is the legal representative of Stephan Carlsson.

On July 7, 2005, a renewed petition was filed in which further evidence was provided to establish that Ms. Irene Elvingsson-Carlsson is the legal representative of Stephan Carlsson.

A reply from the Office is absent until on February 21, 2007 the Applicant re-submitted the renewed petition. The following day, on February 22, 2007, the Office issued a Notice of Abandonment. A telephone call to the Office revealed that they had no record of the submission of the renewed petition on July 7, 2005, but that the submission of the renewed petition on February 21, 2007 would be considered. A request for the status on the petition was filed on June 8, 2007.

On June 11, 2007, a decision dismissing the petition issued because the Examiner indicated that the required declaration which was previously submitted is missing, which was also indicated in a telephone conversation with Examiner Dombroske the same day.

On June 11, 2007, the declaration by Ms. Irene Elvingsson-Carlsson was resubmitted. That submission was also followed up by a subsequent repeated submission on November 7, 2007, and repeated phone calls to Examiner Dombroske.

On January 7, 2008, a decision issued dismissing the petition, in which it is indicated that the declaration by Ms. Irene Elvingsson-Carlsson is incomplete.

On July 3, 2008, a renewed petition was filed which stated that Ms. Irene Elvingsson-Carlsson was contacted to try to obtain a newly executed declaration. She was contacted by telephone by Mr. Hakan Johansson, Manager of Research and Development at Anza AB, and she indicated to Mr. Johansson that she would not sign any new documents. Following this telephone conversation, a certified letter was sent to Ms. Irene Elvingsson-Carlsson asking her to execute the declaration

documents before June 11, 2008. The letter was received by Ms. Elvingsson-Carlsson, and she did not reply.

Enclosed with that renewed petition was an affidavit by Mr. Johansson setting forth these events, a copy of the certified letter, a translation of the certified letter, a copy of the return receipt for the certified letter, and a translation of the minutes from the telephone conversation between Mr. Johansson and Ms. Elvingsson-Carlsson.

Since the inventor Jack Chalas refused to sign the declaration, and the legal representative of deceased inventor Stephan Carlsson also refused to sign another declaration, there was no other alternative than to have ANZA AB sign on behalf of both non-signing inventors.

As previously stated, a declaration by ANZA AB on behalf of both inventors has been previously submitted. In addition to that declaration, a new declaration was submitted with the petition dated July 3, 2008. That declaration was signed on behalf of both inventors, although the signature of deceased inventor Stephan Carlsson was previously obtained. It was considered that declaration only needed to be signed on behalf of Jack Chalas, who refuses to sign, because Stephan Carlsson is no longer available to sign on behalf of Jack Chalas, and the legal representative of Stephan Carlsson refuses to sign.

On March 30, 2009, a decision dismissing the previous petition issued because: 1) the Examiner considered that there was still not enough factual proof that the legal representative of the deceased inventor was provided with a copy of the application and Declaration, and refused to execute the Declaration; 2) the Examiner objected that the Declaration executed by the representative of the assignee was not acceptable because the Declaration includes the previous signature of the one inventor who now refuses to sign, and it is unclear whether the representative of the assignee executed the entire Declaration; 3) the Examiner objected there was not enough proof that the inventor, Mr. Chalas, assigned his rights in the invention; and 4) the Examiner objected that the petition does not include a statement or showing that a petition is necessary to preserve the rights of the parties or to prevent irreparable damage.

On July 30, 2009, a renewed petition was filed. With regard to the first objection, another certified letter was sent to Ms. Irene Elvingsson-Carlsson. That letter included and also indicated that a copy of PCT Application No. PCT/SE99/02311, which was filed as US Patent Application No. 09/868,426, is enclosed along with a copy of the Declaration that is to be executed. The letter asked that she reviewed the application and execute the Declaration by a certain date, otherwise the assignee will proceed without her. Ms. Irene Elvingsson-Carlsson did not respond by the requested date by returning the executed Declaration. Details of the letter which was sent was provided in the accompanying affidavit by Mr. Per Munktel, which also included supporting documentation such as a copy of the letter sent to Ms. Irene Elvingsson-Carlsson, a translation of the letter, a copy of the return receipt showing that the letter was received by her, a translation of the return receipt. The affidavit additionally stated that the Declaration and a copy of the application were included in the letter.

With regard to the second objection, another Declaration was executed by a representative of the assignee, a copy of which was attached to the previous petition. The representative of the assignee executed the Declaration and also

initialled and dated each page so that it is completely clear that the representative of the assignee executed the entire document.

With regard to the third objection, the Examiner pointed to the fact that the assignment which was executed by Mr. Chalas only mentions the Swedish Priority Application No. 9804480-3. Since Mr. Chalas would not execute another assignment, the assignee argued against this objection. Both inventors were employed for the purpose of creating new inventions on behalf of ANZA AB. Both had the requirement to assign all their rights in any invention made in connection with their employment. Nevertheless, the assignee contends that the assignment is not deficient to assign the rights of the inventor, Mr. Chalas, to the assignee. The assignment which was executed and filed indicates that Mr. Chalas assigned his "entire worldwide right" to the invention described in Swedish Patent Application No. 9804480-3. That Swedish application is the priority application for PCT Application No. PCT/SE99/02311, which the present US application is a completion of. The assignment of his entire worldwide right surely also covers the filing of the present US application.

With regard to the final objection, the assignee contended that petition was necessary to preserve the rights of the assignee or to prevent irreparable damage. Since the inventors and/or their legal representative are unable or refuse to execute the required declaration, or provide any other assistance in the filing and prosecution of this application, the assignee proceeded with this application itself to preserve the assignee's rights in the application, otherwise the application will be abandoned.

On October 5, 2009, a further decision dismissing the previous petition issued because: 1) in the previously submitted declaration, one of the inventor's names was mis-spelled as "Stephan Carlsson" instead of "Stefan Carlsson"; 2) in the previously filed declaration the country of citizenship and the last known address of the legal representative of Stefan Carlsson is provided, but the heading for each incorrectly indicates that the country of citizenship and address is for the non-signing inventor; and 3) the Examiner contends that ANZA AB has not yet shown proof of proprietary interest in the application because the assignment from Mr. Chalas, which assigns his "entire worldwide right" to the invention described in Swedish patent application number 9804480-3, does not satisfy the requirement for an assignment of the present U.S. application.

With regard to the first and second objections, submitted herewith is a newly executed declaration which corrects the errors in the previous declaration.


With regard to the third objection, submitted herewith is further proof that the petitioner, ANZA AB, has proprietary interest in the application. Documents submitted herewith include: 1) A confidentiality agreement between ANZA AB and Mr. Chalas, signed September 19, 1997, and a translation thereof; 2) An agreement between Anza AB and Mr. Chalas, signed December 1, 1997, allowing ANZA AB to obtain the exclusive rights in the invention of the present application, and a translation thereof. The initial amount of 25,000 SEK indicated in the agreement was paid to Mr. Chalas on December 1, 1997 ; 3) An assignment from Mr. Chalas to ANZA AB, signed May 28, 1998, which refers back to the earlier confidentiality agreement dated September 19, 1997 and the earlier agreement dated December 1, 1997, and which assigns the exclusive rights in the invention of the present application. This assignment also records the second payment of 25,000 SEK being made to Mr. Chalas as provided in the December 1, 1997 agreement; 4) An assignment, from Mr. Chalas to ANZA AB, of the rights to the Swedish priority application no. 9804480-3; 5) An assignment, from Mr. Chalas to ANZA AB, of the

entire worldwide rights to the invention described in the Swedish priority application no. 9804480-3; and 6) A certificate of registration from the Swedish Companies Registration Office showing that Mr. Mats Bjelksjo is the Managing Director of ANZA AB and entitled to sign on behalf of the company alone.

It is now considered that all the requirements to revive this application have been met, and in view of the extended time from which the application was initially filed, and the unusual circumstances involved, it is respectfully requested that this petition be granted expeditiously.

If there is anything else that is required, the Examiner is requested to contact the undersigned attorney so that requirement may be quickly attended to without further delay.

Respectfully submitted,



March 4, 2010

Date

Attorney for Applicant  
Brian W. Hameder, Reg. No. 45613  
c/o Ladas & Parry LLP  
224 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 427-1300

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MAR 04 2010

Docket: CU-2571

PATENT

COMBINED DECLARATION AND POWER OF ATTORNEY  
(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL, DIVISIONAL  
CONTINUATION OR CIP)

As a below named inventor, I hereby declare that:

## TYPE OF DECLARATION

This declaration is of the following type: (check one applicable item below)

- ☐ original  
☐ design  
☐ supplemental

Note: If the Declaration is for an International Application being filed as a divisional, continuation or continuation-in-part application, do not check next item; check appropriate one of last three items.

- ☐ national stage of PCT

Note: If one of the following 3 items apply, then complete and also attach ADDED PAGES FOR DIVISIONAL, CONTINUATION OR CIP.

- ☐ divisional  
☐ continuation  
☐ continuation-in-part (CIP)

## INVENTORSHIP IDENTIFICATION

WARNING: If the inventors are each not the inventors of all the claims, an explanation of the facts, including the ownership of all the claims at the time the last claimed invention was made, should be submitted.

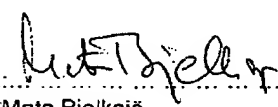
My residence, post office address and citizenship are as stated below, next to my name. I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed, and for which a patent is sought on the invention entitled:

## TITLE OF INVENTION

TOOL HANDLE

Page 1 of 11

Page 1 of 11, Sign

  
Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

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## SPECIFICATION IDENTIFICATION

the specification of which: (complete (a), (b) or (c))

- ☐ (a) is attached hereto.
- ☐ (b) was filed on June 21, 2001 as Serial No. 09/868,526 or  
☐ Express Mail No. (as Serial No. not yet known) \_\_\_\_\_  
and was amended on \_\_\_\_\_ (if applicable).

*Note: Amendments filed after the original papers are deposited with the PTO that contain new matter are not accorded a filing date by being referred to in the Declaration. Accordingly, the amendments involved are those filed with the application papers or, in the case of a supplemental Declaration, are those amendments claiming matter not encompassed in the original statement of invention or claims. See 37 CFR 1.67.*

- ☐ (c) was described and claimed in PCT International Application No. PCT/SE99/02311 filed on 10 December 1999.

## ACKNOWLEDGEMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in 37, Code of Federal Regulations, § 1.56,

(also check the following items, if desired)

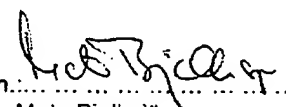
- ☐ and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent, and
- ☐ in compliance with this duty, there is attached an information disclosure statement, in accordance with 37 CFR 1.98.

## PRIORITY CLAIM (35 U.S.C. § 119(a)-(d))

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed.

Page 2 of 11

Page 2 of 11, Sign.

  
Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

(complete (d) or (e))

- ☐ (d) no such applications have been filed.
- ☐ (e) such applications have been filed as follows.

*Note: Where item (c) is entered above and the international application which designated the U.S. itself claimed priority check item (e), enter the details below and make the priority claim.*

**PRIOR FOREIGN/PCT APPLICATION(S) FILED WITHIN 12 MONTHS  
(6 MONTHS FOR DESIGN) PRIOR TO THIS APPLICATION  
AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. § 119(a)-(d)**

COUNTRY (OR INDICATE IF PCT	APPLICATION NUMBER	DATE OF FILING (day/month/year)	PRIORITY CLAIMED UNDER 35 USC 119
Sweden	9804480-3	22 December 1998	<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

**CLAIM FOR BENEFIT OF PRIOR U.S. PROVISIONAL APPLICATION(S)  
(35 U.S.C. § 119(e))**

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below:

PROVISIONAL APPLICATION NUMBER	FILING DATE

**ALL FOREIGN APPLICATION(S), IF ANY, FILED MORE THAN 12 MONTHS  
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

*Note: If the application filed more than 12 months from the filing date of this application is a PCT filing forming the basis for this application entering the United States as (1) the national stage or (2) a continuation, divisional, or continuation-in-part, then also complete ADDED PAGES TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR DIVISIONAL, CONTINUATION OR CIP APPLICATION for benefit of the prior U.S. or PCT application(s) under 35 U.S.C. § 120.*

Page 3 of 11

Page 3 of 11, Sign

*Mats Bjelksjö*  
Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB



## POWER OF ATTORNEY

I hereby appoint the practitioners associated with Customer Number 26530 to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

## SEND CORRESPONDENCE TO:

Customer Number 26530

Richard J. Streit  
c/o Ladas & Parry LLP  
224 South Michigan Avenue  
Chicago, Illinois 60604

## DIRECT TELEPHONE CALLS TO:

*(Name and telephone number)*

(312) 427-1300

## DECLARATION

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

## SIGNATURE(S)

*Note: Carefully indicate the family (or last) name, as it should appear on the filing receipt and all other documents.*

## Full name of sole or first inventor (DECEASED)

Stefan CARLSSON  
(Given name) (Middle Initial or Name) (Family (or Last) Name)

Inventor's signature \_\_\_\_\_

Date \_\_\_\_\_ Country of Citizenship SwedenResidence Bankeryd, SwedenPost Office Address Sjökraavägen 69, SE-564 31 Bankeryd, Sweden

## Full name of second joint inventor (REFUSED TO SIGN)

Jacek \_\_\_\_\_ CHALAS \_\_\_\_\_  
(Given Name) (Middle Initial or Name) (Family (or Last) Name)  
Inventor's signature \_\_\_\_\_  
Date \_\_\_\_\_ Country of Citizenship Sweden \_\_\_\_\_  
Residence Malmö, Sweden \_\_\_\_\_  
Post Office Address Söderåsgatan 141, SE-216 17 Malmö, Sweden \_\_\_\_\_

Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

Practitioner's Docket No. CU-2571

**ADDED PAGE TO COMBINED DECLARATION AND POWER OF  
ATTORNEY FOR SIGNATURE BY PERSON WITH SUFFICIENT  
PROPRIETARY INTEREST WHERE NO INVENTOR IS AVAILABLE TO  
SIGN AND ON BEHALF OF ALL THE INVENTOR(S) WHO REFUSE(S) TO  
SIGN OR CANNOT BE REACHED (37 C.F.R. § 1.47(b))**

**WARNING:** "Filing under 37 CFR 1.47(b) and 35 U.S.C. 118 is permitted only when no inventor is available to make application" § 40903(b), MPEP, 8th Edition.

I, Mats BJELKSJÖ  
(type or print name of person (entity) with sufficient proprietary interest or authorized to act on behalf of such person (entity))

hereby declare that:

I. I am a citizen of Sweden  
residing at Skogstorpssvägen 34, SE-590 72 Ljungsbro,  
Sweden

II. I

- ☐ am a person with sufficient proprietary interest.  
☒ am authorized by the following person or juristic entity with sufficient proprietary interest,

(complete the following information, if applicable):

ANZA AB  
Name of assignee or entity having sufficient proprietary interest  
P.O. BOX 133  
Address of assignee or entity having sufficient proprietary interest  
Bankeryd, Sweden SE-564  
Title of person executing this declaration and authorization to sign on behalf of assignee or entity having sufficient proprietary interest

III. By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for:

Full name of (first, second, etc.) Irene Elvingsson-Carlsson  
nonsigning inventor who legal representative of Stefan Carlsson  
(deceased)  
☒ refused to sign.  
☐ cannot be found or reached.

**NOTE:** The name of the nonsigning inventor(s) should preferably also be inserted at the appropriate prior space in the declaration, adding the words "nonsigning inventor-completed on added page."  
Sweden

Country of Citizenship of legal representative  
Roasjön Julåsa  
Last known address of legal representative  
512 92 SVENLJUNGA, Sweden

(Added Pages to Combined Declaration and Power of Attorney for Signature by Person With Sufficient Proprietary Interest Where No Inventor is Available to Sign and on Behalf of All the Inventor(s) Who Refuse(s) to Sign or Cannot Be Reached [1-5]-page 1 of 2)

Page 6 of 11

Page 6 of 11, Sign: Mats Bjelksjö

Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor(s). A post office box is insufficient. Other addresses at which the nonsigning inventor(s) may be reached should also be given (and these can best be given in the Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor). M.P.E.P. § 409.03(e), 6th ed.

IV. Upon information and belief, I aver those fact that the Inventor is required to state, 37 C.F.R. § 1.64(b).

V. Accompanying this declaration is a:

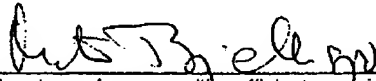
(1) Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Found (37 C.F.R. § 1.47(b))

to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

NOTE: Proof that such action is necessary to preserve the right of the parties or prevent irreparable damage may be made in either one of the above declarations by person having first-hand knowledge.

(2) the petition fee of \$130.00. (37 C.F.R. § 1.17(h))

Date: 9/22/10

  
Signature of person with sufficient proprietary interest or authorized  
to act on behalf of such person or entity

(Added Pages to Combined Declaration and Power of Attorney for Signature by Person With Sufficient Proprietary Interest Where No Inventor Is Available to Sign and on Behalf of All the Inventor(s) Who Refuse(s) to Sign or Cannot Be Reached [1-6]—page 2 of 2)

Page 7 of 11

Page 7 of 11 Sign: 

Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

Practitioner's Docket No. CU-2571

ADDED PAGE TO COMBINED DECLARATION AND POWER OF  
ATTORNEY FOR SIGNATURE BY PERSON WITH SUFFICIENT  
PROPRIETARY INTEREST WHERE NO INVENTOR IS AVAILABLE TO  
SIGN AND ON BEHALF OF ALL THE INVENTOR(S) WHO REFUSE(S) TO  
SIGN OR CANNOT BE REACHED (37 C.F.R. § 1.47(b))

WARNING: "Filing under 37 CFR 1.47(b) and 35 U.S.C. 118 is permitted only when no inventor is available to make application" § 40903(b), MPEP, 8th Edition.

I, Mats BJELKSJÖ  
(type or print name of person (entity) with sufficient proprietary interest or authorized to act on behalf of such person (entity))

hereby declare that:

I. I am a citizen of Sweden  
residing at Skogetorpsvägen 34, SE-590 72 Ljungsbro,  
Sweden

II. I

- ☐ am a person with sufficient proprietary interest.  
☒ am authorized by the following person or juristic entity with sufficient proprietary interest,

ANZA AB (complete the following information, if applicable):

Name of assignee or entity having sufficient proprietary interest  
P.O. BOX 133

Address of assignee or entity having sufficient proprietary interest  
Bankeryd, Sweden SE-564

Title of person executing this declaration and authorization to sign on behalf of assignee or entity having sufficient proprietary interest

III. By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for:

Full name of (first, second, etc.) Jacek CHALAS  
nonsigning inventor who

- ☒ refused to sign.  
☐ cannot be found or reached.

NOTE: The name of the nonsigning inventor(s) should preferably also be inserted at the appropriate prior space in the declaration, adding the words "nonsigning inventor-completed on added page."

Sweden  
Country of Citizenship of nonsigning inventor  
Söderasgatan 141  
Last known address of nonsigning inventor  
SE-216 17 Malmö, Sweden

(Added Pages to Combined Declaration and Power of Attorney for Signature by Person With Sufficient Proprietary Interest Where No Inventor is Available to Sign and on Behalf of All the Inventor(s) Who Refuse(s) to Sign or Cannot Be Reached (1-51—page 1 of 2))

Page 8 of 11

Page 8 of 11, Sign

Mats Bjelksjö  
Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor(s). A post office box is insufficient. Other addresses at which the nonsigning inventor(s) may be reached should also be given (and these can best be given in the Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor). M.P.E.P. § 409.03(e), 6th ed.

IV. Upon information and belief, I aver those fact that the inventor is required to state, 37 C.F.R. § 1.64(b).

V. Accompanying this declaration is a:

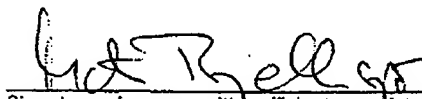
(1) Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Found (37 C.F.R. § 1.47(b))

to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

NOTE: Proof that such action is necessary to preserve the right of the parties or prevent irreparable damage may be made in either one of the above declarations by person having first-hand knowledge.

(2) the petition fee of \$130.00. (37 C.F.R. § 1.17(h))

Date: 9/2/2010



Signature of person with sufficient proprietary interest or authorized to act on behalf of such person or entity

(Added Pages to Combined Declaration and Power of Attorney for Signature by Person With Sufficient Proprietary Interest Where No Inventor is Available to Sign and on Behalf of All the Inventor(s) Who Refuse(s) to Sign or Cannot Be Reached (1-5)—page 2 of 2)

Page 9 of 11

Page 9 of 11 Sign:   
Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

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MAR 04 2010

Practitioner's Docket No. CU-2571

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Stefan Carlsson et al.

Application No.: 09/ 868,526 Group No.:  
Filed: June 19, 2001 Examiner:  
For: TOOL HANDLE

Mail Stop Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE  
APPLICATION ON BEHALF OF INVENTOR(S) WHO REFUSE TO SIGN OR  
CANNOT BE FOUND (37 C.F.R. § 1.47(b))

NOTE: 37 C.F.R. § 1.47 Filing when an inventor refuses to sign or cannot be reached.

(b) Whenever all of the inventors refuse to execute an application for patent, or cannot be found or reached after diligent effort, a person to whom an inventor has assigned or agreed in writing to assign the invention, or who otherwise shows sufficient proprietary interest in the matter justifying such action, may make application for patent on behalf of and as agent for all the inventors. The oath or declaration in such an application must be accompanied by a petition including proof of the pertinent facts, a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, the fee set forth in § 1.17(f), and the last known address of all of the inventors. An inventor may subsequently join in the application by filing an oath or declaration complying with § 1.63.

(c) The Office will send notice of the filing of the application to all inventors who have not joined in the application at the address(es) provided in the petition under this section, and publish notice of the filing of the application in the Official Gazette. The Office may dispense with this notice provision in a continuation or divisional application, if notice regarding the filing of the prior application was given to the non-signing inventor(s).

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\*  
(When using Express Mail, the Express Mail label number is mandatory;  
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

## MAILING

☐ deposited with the United States Postal Service in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

37 C.F.R. § 1.8(a)

37 C.F.R. § 1.10\*

☐ with sufficient postage as first class mail.☐ as "Express Mail Post Office to Addressee"

Mailing Label No. (mandatory)

## TRANSMISSION

☒ facsimile transmitted to the Patent and Trademark Office, (877) 273-8300.

Date: March 4, 2010

Signature

Brian W. Hameder

(type or print name of person certifying)

\* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.8 continues to be taken into account in determining timeliness. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

(Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Reached (37 C.F.R. § 1.47(b)) (1-5.1)—page 1 of 2)

Page 10 of 11

Page 10 of 11, Sign:

Mats Bjelksjö,  
Chief Executive Officer  
ANZA AB

**WARNING:** "Filing under 37 CFR 1.47(b) and 35 U.S.C. 118 is permitted only when no inventor is available to make application" § 40903(b), MPEP, 8th Edition.

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventor(s):  
Stefan Carlsson (deceased) and Jacek Chalas

Type name of omitted joint inventor

who:

- ☒ refuses to join in the application  
☐ cannot be found after diligent effort
2. This petition is accompanied by (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts and (iii) the last known address of the non-signing inventor as set forth in the accompanying:

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47).

3. The fee set forth in § 1.17(g) (\$200.00), required by 37 C.F.R. § 1.47(a), is paid as follows:

- ☐ Attached is a ☐ check ☐ money order in the amount of \$200.00  
☒ Authorization is hereby made to charge the amount of \$200.00  
☐ to Deposit Account No. 12-0400  
☐ to Credit card as shown on the attached credit card information authorization form PTO-2038.

**WARNING:** Credit card information should not be included on this form as it may become public.

- ☒ Charge any additional fees required by this paper or credit any overpayment in the manner authorized above.  
☐ A duplicate of this paper is attached.

4. Identification of Person(s) Making this Statement

The person making this statement is:

- ☒ the owner or a person authorized to sign on behalf of the owner on the basis of  
☒ an assignment  
☒ recorded: Reel 012817 Frame 0593  
☐ unrecorded  
☐ copy attached  
☐ Statement under 37 C.F.R. § 3.73(b) is enclosed (Form PTO/SB/96)  
☐ an agreement  
☐ copy attached  
☐ other \_\_\_\_\_  
☐ supporting papers attached

Mats BJELKSJO

type name of person who sign

Chief Executive Officer, ANZA AB

Official capacity of person who signs (if applicable)

Signature

Page 11 of 11

(Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Reached (37 C.F.R. § 1.47(b)) (1-5.1)—page 2 of 2)



**SEKRETESSAVTAL****AVSEENDE FÖLJANDE PRODUKT:** Ergonomiska Stålspacklar**Mellan ANZA AB och JACEK CHALAS har följande avtal ingåtts:**

§1 ANZA AB förbinder sig att inte kommersiellt utnyttja hela eller delar av produktidé samt att behandla erhållen information konfidentiellt och inte föra information, idéer eller vidareutveckling avseende rubricerade idé vidare till tredje part innan skriftligt avtal träffats mellan ANZA AB och JACEK CHALAS.

§2 ANZA AB förbinder sig att inte anföra utväxlad information som nyhetshinder vid sökandet av produktskydd, dvs patent- mönster eller bruksmönsterskydd, av produkten.

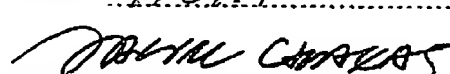
§3 ANZA AB förbinder sig att betrakta erhållen information om idén som JACEK CHALAS:s egendom och på anmaning från JACEK CHALAS utan dröjsmål återlämna erhållet material rörande idén.

§4 Detta avtal utgör inget hinder för ANZA AB att vidareutveckla i företaget nu pågående projekt av liknande art om detta/dessa presenteras för JACEK CHALAS i anslutning till detta avtals undertecknande.

§5 JACEK CHALAS förbinder sig att behandla av ANZA AB erhållen information med samma sekretessplikt som gäller för ANZA AB i §1 och §2.

§6 Kommer det, efter detta avtalet undertecknande, kännedom om produktidéer eller produkter som har liknande design eller funktion upphör detta avtal att gälla.

Detta avtal har upprättats i två liktydiga exemplar varav parterna tagit var sitt.


Ort: BÄNCKERYDDatum: 970919  
Stefan Carlsson  
JACEK CHALAS

ANZA AB Utvecklingsavdelningen

**Följande projekt har visats upp för JACEK CHALAS:**

Vinklad Stålspackel, tillverkning för Bay och Vissing, med nylon eller stålblad.

Ergonomisk Bredspackel

  
JACEK CHALAS  
This is to certify that the present copy  
is in agreement with the original

This is not an original. This is a TRANSLATION.  
Date of translation: 16 February 2010.

### CONFIDENTIALITY AGREEMENT

CONCERNING THE FOLLOWING PRODUCT: Ergonomic Steel Spatulas

The following agreement has been entered between ANZA AB and JACEK CHALAS:

§1 ANZA AB is obliged not to commercially use the whole or parts of the idea of the product and to treat obtained information confidentially and not to share information, ideas or developments of the subject idea with any third party before an agreement in writing has been entered between ANZA AB and JACEK CHALAS.

§2 ANZA AB is obliged not to cite exchanged information as anteriority when applying for product protection, i.e. patent, design, or petit patent protection for a product.

§3 ANZA AB is obliged to treat the obtained information about the idea as JACEK CHALAS' property and upon the request of JACEK CHALAS, return obtained material concerning the idea without any delay.

§4 This agreement does not prevent ANZA AB from developing ongoing projects of a similar kind within the company if this/these are presented to JACEK CHALAS in connection with the signing of this agreement.

§5 JACEK CHALAS is obliged to treat obtained information from ANZA AB with the same obligation of secrecy as ANZA AB is bound by in §1 and §2.

§6 Should, after the signing of this agreement, knowledge of product ideas or products which have similar design or function this agreement is no longer in force.

This agreement has been made in two identical copies of which each party has taken one.

Ort:.....  
BANKERYD

Date: .....  
970919

.....  
*Mr. Carlsson's signature*

.....  
*Mr. Chalas' signature*

Stefan Carlsson  
ANZA AB Department of Development

JACEK CHALAS

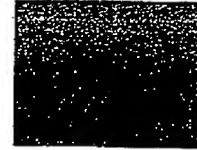
The following projects have been showed to JACEK CHALAS:

Angled Steel Spatula, manufacture for Bay and Vissing, with nylon or steel blade.

.....  
Ergonomic Wide Spatula

.....  
*Mr. Chalas' signature*

.....  
JACEK CHALAS



Ledande i  
Måleriverktyg

## ÖVERENSKOMMELSE

mellan

JACEK CHALAS

och

ANZA AB

Stefan Carlsson, Utvecklingsavdelningen

ANZA AB förbinder sig att betala 25.000 kr plus moms till designern Jacek Chalas. Detta som ersättning för att behålla ensamrätten för ergonomiska japanspacklar tillsänt ANZA 8/12 1997 samt modeller.

För denna summa erhåller också ANZA AB en option på att behålla ensamrätten på ergonomiska stålspacklar enligt sekretessavtal tecknat 970919. Optionen gäller till 980501. Om ANZA vill köpa loss hela idén då med det ergonomiska greppet skall designern Jacek Chalas ersättas med ytterligare 25.000 kr plus moms.

Överenskommelsen undertecknas av båda parter, vilka behåller var sin kopia.

Ort: BANKERYD 97/128 Ort: MALMÖ 97.12.01

Stefan Carlsson  
ANZA AB, Utvecklingsavd

Jacek Chalas

**FEBE DESIGN**

This is to certify that the present copy  
is in agreement with the original.

This is not an original. This is a TRANSLATION.  
Date of translation: 16 February 2010.



*Leading in  
Painting tools*

**AGREEMENT**  
between

**JACEK CHALAS**

and

**ANZA AB**

Stefan Carlsson, Department of development

ANZA AB is obligated to pay 25.000, SEK V.A.T. excluded, to the designer Jacek Chalas. This is a remuneration for maintaining the exclusive right to the ergonomic Japanese spatulas, and models thereof, forwarded to ANZA 8/12 1997.

For this amount, ANZA AB also obtains an option to maintain the exclusive right to the ergonomic steel spatulas according the confidentiality agreement signed 970919. The option is valid until 980501. If ANZA at that date wants to purchase the entire idea with the ergonomic grip, the designer Jacek Chalas shall be remunerated with another 25.000 SEK, V.A.T. excluded.

This Agreement is signed by both parties, who keep one copy each.

Place: **BANKERYD 971128**

Place: **MALMÖ 97.12.01**

**Mr. Carlsson's signature**

.....  
Stefan Carlsson  
ANZA AB, Department of development

**Mr. Chalas' signature**

.....  
Jacek Chalas  
**FEBE DESIGN**



This is not an original. This is a TRANSLATION.  
Date of translation: 16 February 2010.

**M 9800395**

### ASSIGNMENT

The designer Jacek Chalas sells the exclusive right to the ergonomic spatulas to ANZA AB in accordance with earlier agreement (signed 97.12.01) and confidentiality agreement (signed 97.09.17).

Remuneration to maintain the exclusive right to ergonomic spatulas: 25.000 SEK, V.A.T. excluded.

6.250:-

31.250:-

Remuneration shall be paid to the account:

Handelsbanken, Malmö Limhamn  
Number of account: 6758 90866908

Malmö, 1998-05-28

*Mr. Chalas' signature*

-----  
Jacek Chalas  
Söderåsgatan 141  
216 17 Malmö

Date <b>980610</b>			Supplier No.			Voucher No.	
Control of receipt			Price control			Controller	Authorization <i>Mr. Carlsson's signature</i>
Account	?	?	Country	Project	Reserve	Amount debit	Amount credit
<b>7620</b>	<b>500/</b>					<b>25.000:-</b>	
<b>1470</b>						<b>6250:-</b>	
<b>1040</b>							<b>31.250:-</b>
							<b>ENTERED</b>

1998-06-12

**ALBIHNS**

International IP &amp; Law Offices

**SVERIGE****PATENT****ÖVERLÄTELSE**

Patentansökning - Prioritet - Patent

**SWEDEN****PATENTS****ASSIGNMENT**

Patent Application - Priority - Patent

Härmed förklarar jag, att jag överlåtit på

I/We hereby declare that I/we have assigned to

ANZA AB

hela min rätt

my/our entire right

a) TILL patent i SVERIGE på en uppfinning gjord av

a) TO obtain a patent in SWEDEN on an invention made by

Stefan Carlsson och Jacek Chalas

och avseende

and relating to

HANDTAG TILL VERKTYG

varpå ansökning om patent ingivits under  
nr 9804480-3for which an application has been filed under  
No. ....innefattande den mig tillkommande rätt till skadestånd,  
som kan hänföras till intrång begånget före patentets  
beviljande.including my/our right to accrued damages, if any,  
referring to infringement during the time preceding the  
grant of the patent.b) TILL prioritet i SVERIGE enligt den internationella  
konventionen till skydd för den industriella  
ägarerätten på grund av min/vår ansökning om  
patent/nyttighetsmönsterb) TO priority in SWEDEN pursuant to the provisions  
of the International Convention for the Protection of  
Industrial Property and based on my/our application-s  
for patent/utility model

i ..... Nr .....

in ..... No. ....

av den ..... 19 .....

of ..... 19 .....

c) TILL följande i SVERIGE utfärdade patent

c) in the following patent-s granted in SWEDEN

innefattande den mig/oss tillkommande rätt till  
skadestånd, som kan hänföras till intrång begånget före  
anteckning av överlåtelsen i patentregistret.including my/our right to accrued damages, if any,  
referring to infringement during the time preceding the  
recording of the assignment in the Patent Roll.

MALMÖ 99.01.18

Ort och datum

Place and date

Överlåtarens underskrift

Signature of assignor-s

Jacek Chalas

Överlåtarens namn med maskinskrift

Typewritten name of assignor-s

Söderåsgatan 141, 216 17 MALMÖ

Överlåtarens adress

Address of assignor-s

**ALBIHNS PATENTBYRÅ MALMÖ AB**

Box 4289 • Stora Nygatan 29 • S-203 14 MALMÖ • SWEDEN

Tel: +46-(0)40-690 54 00 • Fax: +46-(0)40-611 96 89 • E-mail: info.malmo@albihns.se

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is in agreement with the original

**ALBIHNS**

International IP &amp; Law Offices

**PATENT  
ÖVERLÅTELSE**

Patentansökning - Prioritet - Patent

Härmed förklarar jag, att jag överlåtit på

ANZA AB, BANKERYD

hela min globala rätt

a) TILL en uppfinning gjord av

Jacek CHALAS  
Stefan CARLSSON

och avseende

HANDTAG TILL VERKTYG

varpå ansökning om patent ingivits i Sverige  
under nr 9804480-3,  
innefattande den mig tillkommande rätten till  
skadestånd, som kan hänföras till intrång begånget före  
patentets beviljande.

b) TILL prioritet enligt den internationella  
konventionen till skydd för den industriella  
ägarerätten på grund av nämnda ansökning om  
patent

i Sverige nr 9804480-3

av den 22 december 1998

innefattande den mig tillkommande rätt till skadestånd,  
som kan hänföras till intrång begånget före anteckning  
av överlåtelsen i patentregistret.

**PATENTS****ASSIGNMENT**

Patent Application - Priority - Patent

I hereby declare that I have assigned to

ANZA AB, BANKERYD

my entire worldwide right

a) TO obtain a patent on an invention made by

Jacek CHALAS  
Stefan CARLSSON

and relating to

TOOL HANDLE

as described in the Swedish patent application filed  
under No. 9804480-3,  
including my right to accrued damages, if any,  
referring to infringement during the time preceding the  
grant of the patent.

b) TO priority pursuant to the provisions of the  
International Convention for the Protection of  
Industrial Property and based on the application for  
patent

in Sweden No. 9804480-3

of 22 December 1998

including my right to accrued damages, if any,  
referring to infringement during the time preceding the  
recording of the assignment in the Patent Register.

Ort och datum

Place and date

MALMÖ 2000.02.29

Överlåtares underskrift

Signature of assignor

Jacek Chalas

Överlåtares namn med maskinskrift

Typewritten name of assignor

Överlåtares adress

Söderåsgatan 141, SE-216 17 MALMÖ, Sweden

Address of assignor

**ALBIHNS PATENTBYRÅ MALMÖ AB**

Box 4289 • Stora Nygatan 29 • S-203 14 MALMÖ • SWEDEN

Tel: +46-(0)40-690 54 00 • Fax: +46-(0)40-611 96 89 • E-mail: info.malmo@albihns.se

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is in agreement with the original





B100689710

Page 1



Registration number: 556133-6990  
Date of registration: 1970-03-03  
Company name: ANZA Aktiebolag  
Address: Box 133  
564 23 BANKERYD  
Registered office: Jönköping  
Share capital: SEK 6 000 000



The company is registered as a private limited liability company

**BOARD MEMBER, MANAGING DIRECTOR**

440720-0015 Bjelksjö, Mats Vilhelm, Skogstorpsvägen 34,  
590 60 LJUNGSBRO

**BOARD MEMBER, CHAIRMAN OF THE BOARD**

390415 Brekke, Guttorm, Holmenkollveien 91 B, N-0784 OSLO, NORGE

**BOARD MEMBERS**

530419-2411 Alfredsson, Sten Ulf Roland, Villavägen 31, 564 32 BANKERYD  
Employee representative  
660919 Brekke, Per-Arnfinn, Dagaliveien 22 B, 0776 OSLO, NORGE  
491217-2444 Newton, Elisabeth Ingbritt Agnes, Trumpetgatan 64 B,  
553 10 JÖNKÖPING  
Employee representative

**DEPUTY MEMBERS OF THE BOARD**

500102-6730 Bjurek, Carl-Gustav Gerhard, Syrénvägen 21, 564 35 BANKERYD  
Employee representative  
560922-5932 Larsson, Peder Jan-Robin, Sjöåkravägen 45, 564 32 BANKERYD  
Employee representative

**AUDITORS**

556029-6740 Öhrlings PricewaterhouseCoopers AB, 113 97 STOCKHOLM  
Represented by: 660108-2479

**PRINCIPALLY RESPONSIBLE AUDITOR**

660108-2479 Fogelberg, Pierre Jeno Gustav, Box 2043, 550 02 JÖNKÖPING

CONTD.

B100689710

Page 2



CERTIFICATE OF REGISTRATION

Registration number: 556133-6990

Date of registration: 1970-03-03

Company name: ANZA Aktiebolag

**SIGNATORY POWER**

In addition to the board of directors,  
Bjelksjö, Mats Vilhelm  
alone,

or

Brekke, Guttorm  
Brekke, Per-Arnfinn  
jointly,

are entitled to sign on behalf of the company.

**FINANCIAL YEAR**

Registered financial year: 0101 - 1231  
Latest annual report submitted covers financial  
period 20080101-20081231

**DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES**

1990-04-26 ANZA Aktiebolag  
1973-03-14 ANZA International Aktiebolag  
1970-12-22 Aktiebolaget Bankeryds Penselfabrik  
1970-09-07 Aktiebolaget Bröderna Damberg  
1970-03-03 Aktiebolaget Saxen

SUNDSVALL 2010-01-26  
Ex officio

  
Bente Ohlsson

Bolagsverket, the Swedish Companies Registration Office, is effective since 1 July 2004 when the Swedish Patent and Registration Office (PRV), was divided into two separate authorities. As from this date Bolagsverket will be issuing certificates on new security paper.

Swedish Companies Registration Office  
SE-851 81 Sundsvall  
Sweden

Registration number: 202100-5489

Phone:  
+46 60 18 40 00

Fax:  
+46 60 12 98 40

E-mail:  
[bolagsverket@bolagsverket.se](mailto:bolagsverket@bolagsverket.se)

Web site:  
[www.bolagsverket.se](http://www.bolagsverket.se)